

Burlington County Special Services School District

Negotiated Agreement

between the

Board of Education

of the

Burlington County Special Services School District

and the

**Burlington County Special Services
Custodial and Maintenance Association**

Effective July 1, 2021 - June 30, 2022

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Article I

Recognition Agreement

Between

Burlington County Special Services Board of Education

and

Burlington County Special Services Custodial and Maintenance Association

The Burlington County Special Services Board of Education hereby recognizes the Burlington County Special Services Custodial and Maintenance Association as the representative for professional negotiations concerning term and conditions of employment for all designated personnel in the Burlington County Special Services School District within the scope of N.J.S.A. Title 34:13A-1 et seq.

- Custodians
- Maintenance Personnel

As used hereinafter the term employee shall apply to all members of the bargaining unit.

The Board agrees not to negotiate with any organization other than that designated as the exclusive representative.

Article II

Negotiation of Successor Agreement

The Burlington County Special Services Custodial and Maintenance Association and the Burlington County Special Services Board of Education agree to enter into negotiations concerning a "Collective Bargaining Agreement" (herein and hereafter referred to as an Agreement) in accordance with N.J.S.A. Title 34:13A-1 et seq. in good faith, concerning the terms and conditions of employment. Such negotiations shall begin not later than the beginning date set by the Rules and Regulations of the Public Employment Relations Commission. Any agreement so negotiated shall apply to members of the negotiating unit, be reduced to writing, and be signed by the Board of Education and the Association.

Each party shall appoint no more than five (5) members to the negotiating team as negotiators and shall have complete control over the selection of their respective teams.

Negotiations

1. The negotiators will be responsible to meet periodically until a "Collective Bargaining Agreement" is reached.
2. All meetings shall be scheduled to take place when negotiators are available and are free from assigned duties.
3. Negotiation sessions shall be less than three (3) hours in length unless it has been mutually agreed to lengthen the session when the meeting is scheduled.

The Board of Education agrees to negotiate with the Association so long as the Association represents the majority of the employees in the unit.

This agreement incorporates the entire understanding of the parties on all matters which were subject to negotiation.

Nothing contained herein shall be contrary to New Jersey School Law.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

This "Negotiation Procedure" may be modified in whole or in part when both parties agree in writing to a change in procedure. The new procedure will take effect in a subsequent fiscal year.

Article III

Grievance Procedure

A. Definitions

1. A grievance is a claim based on the interpretation, application, or a violation of Board policies and/or regulations, agreements, and administrative decisions affecting employees of the school district. It does not include:
 - a) any claim where a method of review has heretofore been or hereafter is established by law, rule or regulations by way of appeal to any commissioner, commission, board, agency or court, whether said rights having been created for general application (e.g., civil service) or specific application (e.g., to the Commissioner of Education)
 - b) matters where the Board is prohibited by law, regulation or decision from acting
 - c) matters beyond this contract involving the sole discretion of the Board.
2. Aggrieved person is the person making the claim
 - a) The Burlington County Special Services Custodial and Maintenance Association has the right to initiate a grievance based on the interpretation or violation of the negotiated agreement.
3. Representative is an individual selected by the aggrieved person to counsel, advise, and represent him. The aggrieved person must be present at all times. The Association will not be responsible for expenses incurred by the aggrieved for the services of a representative unless so authorized by the Association.
4. Association is the Association which has been recognized by the employer for purposes of negotiation under the provision of N.J.S.A. Title 34:13A-1 et seq.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise concerning the welfare or terms and conditions of employment of the employees. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of the agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedures

Since it is important that grievances be presented as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

Level One

An employee with a grievance shall notify his/her Supervisor, in writing, within seven (7) regular workdays of the grievance, with the objective of resolving the matter informally. The Supervisor shall act on the grievance within five (5) regular workdays after the grievance is submitted in writing.

The involvement of the Supervisor in the first step of the grievance procedures should be a personal dialogue between the Supervisor and the employee to resolve the grievance. If an employee wishes representation at this level, written notice must be given to the Supervisor at least twenty-four (24) hours before the scheduled meeting. The Supervisor has the right for a second party of his or her choosing to be present at the meeting. Only in the event that the Supervisor is the subject of the grievance, may the aggrieved take his/her complaint directly to the Superintendent or his/her Designee.

Level Two

If a complaint is not settled by the respective Supervisor to whom the appeal is made in Level One in five (5) regular workdays, or the aggrieved receives no communication on the resolution of the grievance in five (5) regular workdays after presentation of the grievance, the employee may file his grievance in writing within ten (10) regular workdays after the original presentation to the Supervisor with the Superintendent or his/her Designee.

Such communication should notify the Superintendent whether the aggrieved wishes Association representation to be or not to be present and should be filed with the knowledge of his/her Principal and/or Supervisor that this second step is being taken.

A report from the Supervisor shall be submitted to the Superintendent in conjunction with the appeal of the employee.

The Superintendent shall act on the grievance within twenty (20) regular workdays.

Level Three

If the aggrieved employee is not satisfied with the Superintendent's decision or if no decision has been rendered within twenty (20) regular workdays after the grievance was received by the Superintendent, the aggrieved employee may arrange an appointment

through the Superintendent with the Board of Education for discussion.

This request must be made in writing to the Superintendent, and must be filed within ten (10) regular workdays after the Superintendent's decision or thirty (30) regular workdays after the filing of the grievance. Association representation, at the written request of the aggrieved, may be present at all sessions involving the aggrieved employee and the Board of Education.

The Board of Education shall take action on the grievance in twenty (20) regular workdays or at the next regularly scheduled Board of Education meeting after the written request is received and communicate its decision to the aggrieved employee with a copy to the Association.

Level Four

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within twenty (20) regular workdays or next regularly scheduled Board of Education meeting after the grievance was delivered to the Board of Education, he/she may, within ten (10) school days after a decision by the Board of Education or forty-five (45) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit grievance to arbitration. A copy of this request shall be delivered to the Superintendent's office.

If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) regular workdays after receipt of a request by the aggrieved employee.

Within ten (10) regular workdays after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

In the event that the parties cannot agree on the arbitrator within twenty (20) regular workdays, or if the arbitrator does not agree to serve, the parties jointly or either one of them may issue a request for a list of arbitrators from the American Arbitration Association. Upon receipt of said list, each party will separately strike the names of the arbitrators whom they find unacceptable and list numerically the names, if any, of the arbitrators whom they would accept.

The arbitrator who will ultimately be chosen shall be the one, if any, who appears on both acceptable lists with the lowest average number of placement. In the event that there are no arbitrators that are agreeable to the parties, a new list will be requested and the same procedure will be followed until a satisfactory arbitrator is chosen.

The arbitrator so selected shall confer with the representatives of the Board and the employee, or at the option of the employee, with representatives of his/her Association, and hold hearings promptly and shall issue his decision not later than ten (10) regular workdays from the date of the final statements and proofs on the issues which are submitted to him. The arbitrator's decision shall be in writing and shall set forth his

findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be advisory and non-binding, but may be made available to the public without consent of the other parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the aggrieved employee, or the Association, if applicable.

a) All meetings and hearings under this procedure shall be conducted in private and shall include only such interested parties and their designated or selected representatives heretofore referenced in this section.

b) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. If no form has been agreed upon, a narrative will suffice.

Article IV

Employee Rights

Pursuant to N.J.S.A. Title 34:13A-1 et seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental powers under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Law 1968 or any other laws of the State of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee in any way whatsoever because of his or her relationship in the Association.

Any individual contract between the Board and an employee heretofore or hereafter executed shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement for its duration shall be controlling.

- A. Whenever any employee is required to appear before any Administrator or Supervisor, Board or any committee member, representative or agent thereof concerning any matter affecting the continuation of that employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- B. Complaints or criticisms regarding an employee made to or by members of the Administration, parents, students, teachers, or other persons, shall be promptly investigated and called to the attention of the employee. The employee shall be given the opportunity to respond to and/or rebut such complaint within ten (10) working days of notification and shall have the right to be represented at any meetings or conferences regarding such complaint.

Article V

Association Privileges

- A. The Association, if approved by the Superintendent/Designee, may use school facilities after hours, provided that such use shall not interfere with, nor interrupt normal school operation. The Association may hold meetings during the change of shift and notice of plans of such a meeting must be submitted to BA 24 hours in advance.
- B. The Association, upon approval by the Superintendent/Designee, may use school equipment when such equipment is not otherwise in use, and provided that this use will not interfere with, nor interrupt normal school operation. The Association will pay for the cost of materials and supplies incident to such use. Usage of district equipment will be limited to on-site use only.
- C. The Association may use the inter-school mail facilities and school mail boxes, provided that a copy of such material is submitted to the Superintendent/Designee for approval at least one day prior to the mailing; and such use shall not interfere with, nor interrupt, normal school operation and shall not be so voluminous so as to obscure regular school mail. No response will be interpreted as approval.
- D. The Association shall have, in each campus, the use of a bulletin board.

Article VI

Working Conditions

A. Work Year

All Custodial and Maintenance Staff are 12 month employees.

B. Sign In/Out

All employees shall be in possession of their District issued ID badge and indicate their presence and departure by swiping in/out at the designated access points.

C. Employee Workday

1. Employees may leave the building without requesting permission during their scheduled duty free lunch period, after informing their Supervisor (Day Shift Only) and signing out and signing back in upon their return.
2. Day shift employee's workday shall consist of an eight (8) hour workday and a forty (40) hour work week, with an additional thirty (30) minute duty free break. Night Shift Employees workday shall consist of a seven (7) hour workday and a thirty five (35) hour work week, with an additional thirty (30) minute duty free break.
3. During the month of August all shifts will work 7:00 am to 3:00 pm and two staff will work 9:00 am to 5:00 pm shift (least senior staff shall work if no more senior volunteers).

D. Full-time/Part-time Defined

1. The term "full-time" employee shall refer to those regularly employed individuals working a minimum of 30 hours per week.
2. The term "part-time" employee shall refer to those regularly employed individuals working less than 30 hours per week.

E. Uniforms

1. The Board shall provide all new employees with the following after the issuance of contract:
 - Four (4) Sets of Uniforms
 - One (1) Jacket
 - Five (5) Summer-Type Tee-Shirts
 - Two (2) Summer-Type Shorts
 - \$200.00 for Work Shoes or Boots – Upon Receipt

2. The Board shall provide each employee with uniforms each year. All approved uniforms will be ordered by the district through an approved vendor to ensure uniformity in color, style and embroidery. In addition, the Board shall provide each employee with work shoes or boots each year to be ordered by the district through an approved vendor. The district will provide an allowance up to the following amounts each year.

	<u>Uniforms</u>	<u>Work Shoes</u>
2021-2022	\$ 400	\$ 200

3. The Board will also provide two (2) sets of rain wear for each campus.
4. The Board of Education will order all uniforms by November 1, of each school year.
5. All employees will be required to wear the uniforms provided by the district during their working hours.

F. Vacations

1. New employees hired after July 1, shall accrue vacation time at the rate of .83 their allotment per month of employment for the first year. Vacation allotment for the partial month worked shall be rounded to the next highest number.
2. Earned vacation days cannot be taken until after June 30, following the initial date of employment.
 - a) Ten (10) days vacation after one (1) year of continuous service prior to July 1.
 - b) Fifteen (15) days of vacation after five (5) years of continuous service prior to July 1.
 - c) Twenty (20) days of vacation will be accrued on the following graduated scale:
 - Sixteen (16) days vacation after eleven (11) years of continuous service prior to July
 - Seventeen (17) days vacation after twelve (12) years of continuous service prior to July 1.
 - Eighteen (18) days vacation after thirteen (13) years of continuous service prior to July 1.
 - Nineteen (19) days vacation after fourteen (14) years of continuous service prior to July 1.
 - Twenty (20) days vacation after fifteen (15) years of continuous service prior to July 1.
 - d) Vacation times shall be scheduled to coordinate with the work schedule and subject to the approval of the Superintendent/Designee.

- e) The employee shall limit vacation to not more than ten (10) consecutive working days unless approved by his/her supervisor.
- f) Scheduling conflicts will be resolved by granting vacation to those employees with the most time in their job category.
- g) No vacation will be approved for the week prior to school opening in September and the first week of school.
- h) An employee who resigns during their contracted period of employment shall have their accrued vacation time paid at their current per diem rate of pay at the time of resignation.
- i) All Vacation requests received by June 1st shall be reviewed and approved/denied on a first in first approved basis. If a scheduling conflict exist for two or more individuals submitting on the same day, prior or on June 1st, scheduling conflicts will be resolved by granting vacation to the employee with the most time in the job category.
- j) Vacation request received after June 1st will be based on seniority. Conflicts will be resolved by granting vacation to those employees with the most time in their job category.
- k) No more than one half (.5) of the Maintenance staff can be on vacation at the same time. All fractions will be rounded up to a full employee.
- l) No more than one half (.5) of the Custodial staff can be on vacation time at the same time.

G. Custodian/Maintenance Probationary Period

New Custodial/Maintenance employees shall be hired without a contract for a sixty-(60) day period of probation. If said employee has worked as a substitute custodial or maintenance staff in Burlington County Special Services School District prior to being offered a contract, such substitute time may count toward the sixty-(60) day probation period. At the end of the sixty-(60) day probation period, said new employee either shall be offered a contract for employment where they are entitled to all rights and benefits provided under this agreement or shall be dismissed. Pay for this probationary period shall be a per diem rate, pro-rated from the appropriate step on the salary guide. Benefits will be included during this period.

Article VII

Leaves of Absence

A. Sick Leave

1. Sick Leave is hereby defined to mean the absence from his/ her post of duty of any person due to illness or injury, or because he/she has been excluded from school by the school district's medical authority on account of a contagious disease or of any quarantined for such a disease in his /her immediate household NJSA 18A:30-1.

Sick Leave is to be used for absences required because of personal disability due to illness or injury or because of medical exclusion from school due to a contagious disease. All twelve (12) month contracted employees shall be allowed sick leave with full pay for twelve (12) school days in any school year.

2. Unused sick days shall be accumulated from year to year with no maximum limit. Once an employee utilizes a sick day, that sick day will not be changed to a personal day. Each employee shall have access to view their attendance records via the employee portal.

For the purpose of sick day accumulation, when an employee leaves early due to sickness, sick days shall be deducted as follows:

- Before 11:00 a.m. - Full Day
- After 11:00 a.m. - One-Half Day
- Before 7:00 p.m. - Full Day
- After 7:00 p.m. - One-Half Day
- Before 3:00 a.m. - Full Day
- After 3:00 a.m. - One-Half Day

Those employees not using any sick days during the school year will receive two (2) extra sick days to be added to the employee's accumulated sick days. An honorarium of \$150.00 will be awarded to those employees achieving perfect attendance (no use of sick or personal days.)

3. Cashing in Accumulated Sick Leave

Upon retirement, an employee who has been employed for fifteen (15) years in the district shall be eligible for payment for unused sick leave. An employee must notify the Board a minimum of sixty (60) days prior to retirement effective date.

Payment shall be made to an employee by the Board of Education for all of that employee's unused accumulated sick leave upon an official retirement which has been approved by the New Jersey Division of Pensions. Such payment shall be made at the retiree's daily rate of pay at the date of retirement for each unused sick leave day. Daily rate of pay is defined as 1/200th of a ten (10) month employee's salary and 1/240th of a twelve (12) month employee's annual salary.

Payment for accumulated sick days will be as follows:

- Less than 151 days - 25% of daily rate for all accumulated days
- Greater than 150 days - 30% of daily rate for all accumulated days

The Board of Education's maximum allocation for each employee shall be capped at fifteen thousand dollars (\$15,000.00) or as per State law, for their accumulated sick days at the time of retirement. If an employee retires prior to June 30, sick and personal days will be pro-rated for that year.

B. Bereavement Leaves of Absence

1. Death in the immediate family, four (4) days total. The four (4) bereavement days must be completed within eight calendar days excluding weekends and including holidays of the death of the immediate family member. In the event of the death of another immediate family member the same process will be applied upon valid certification. Immediate family to include:
 - Parents
 - Grandparents
 - Mother-in-Law
 - Father-in-Law
 - Legal Guardian(s)
 - Spouses
 - Children
 - Brothers and Sisters
 - Step Parents
 - Step Children
2. Documentation must be submitted to verify death of family member or relative, i.e.; death notice or valid certification.
3. Death of a relative not in the immediate family one (1) day total. The one (1) bereavement day must be completed within eight (8) calendar days excluding weekends and including holidays of the death of the relative.

C. Personal Days

1. The Board will provide for four (4) personal days at full pay during any one school year for personal business that cannot be conducted outside of school hours. Requests for a personal day must be submitted using the proper form, four (4) days in advance to their Supervisor for review and submitted to the Superintendent/Designee for approval. When a request for personal days fall within these guidelines, no explanation is required on the request form. In the case of an emergency whereas an employee cannot provide the required four (4) days' notice, a request should be submitted using the proper form, to their Supervisor for review and submitted to the Superintendent/Designee for approval.

Emergency personal request is to be submitted to the director of facilities with reason for and documentation of that day. When an employee obtains approval for a personal day or takes an emergency personal day, that personal day cannot be changed to a sick day.

2. Unused personal leave days will be automatically accumulated as sick days at the end of the school year, one (1) day for each one (1) not taken, unless the employee has designated to set aside these days for accumulation in the employee's personal day account.
 - a. Employees must designate the number of unused personal days they intend to carry over in their personal day account by May 31st of the current school year using the appropriate electronic form.
 - b. An employee is limited to carrying over a maximum of five (5) total accumulated personal days in his/her account in any given year. (On September 1, the combined accounts could be as large as nine (9) days, but by June 30 the accumulated accounts could be no larger than five (5) days). Any personal days that an employee designates to carry over in excess of this account limit would automatically be converted instead to the employee's sick day account at the end of the year.
 - c. An employee who fails to meet the May 31st deadline for saving personal days shall have their remaining personal days automatically converted instead to the employee's sick day account at the end of the year.
 - d. An individual's current year balance must be used first.

3. For the purpose of personal day leaves, personal days will be deducted as follows:

- | | | |
|---------------------|---|--------------|
| • Before 11:00 a.m. | - | Full Day |
| • After 11:00 a.m. | - | One-Half Day |
| • Before 7:00 p.m. | - | Full Day |
| • After 7:00 p.m. | - | One-Half Day |
| • Before 3:00 a.m. | - | Full Day |
| • After 3:00 a.m. | - | One-Half Day |

D. Other Leaves

1. Other leaves of absence, with or without pay, may be granted by the Board, upon recommendation by the Superintendent for good reason.
2. All such requests must be approved in advance by the Superintendent upon recommendation of the Building Principal.
3. To be eligible for a salary increment, credit toward longevity payment and seniority status, an employee must work ninety (90) days in the school year that the leave commences or terminates. There shall be no fractional step salary adjustments.
4. The Board of Education reserves the right to regulate the commencement and termination dates of other leaves in order to preserve educational continuity.

E. Disability Leave

1. Disability leave (including pregnancy) shall be guided by terms and conditions governing leaves of absence as set forth in N.J.S.A. 18A:30-1 et seq.
2. An employee who anticipates a disability because of anticipated surgery, hospitalization or pregnancy shall apply to the Board no later than 90 calendar days, if possible, prior to such disability.
 - a) At the time of such notice, the employee shall request either a leave of absence for the period of disability for which accumulated sick leave may be utilized or an unpaid leave of absence.
 - b) Any employee granted a disability leave because of pregnancy, childbirth or related medical conditions may elect sick leave during this period of disability if certified by the attending physician. Such time shall not exceed thirty (30) calendar days prior to and thirty (30) calendar days after childbirth.
 - c) An employee on a period of disability shall be entitled to sick leave with the accrual of all insurance benefits.
 - d) To be eligible for a salary increment, credit toward longevity payment and seniority status, an employee must work at least ninety (90) days in the school year that the leave commences or terminates. There shall be no fractional step salary adjustments. The use of accumulated sick or personal days will be credited toward the required ninety (90) days.
 - e) The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve the educational continuity, provided that such date change is not medically contraindicated.
 - f) Before the return from a disability leave of absence, the employee shall provide a physician's certificate stating that the employee is physically able to resume his/her duties on the date requested by the employee.

F. Child Rearing Leave

The Board of Education, upon the recommendation of the Superintendent, shall grant an unpaid child rearing leave of absence of not more than one year to any employee, upon request, subject to the following conditions:

1. At the time of the application, the employee shall specify, in writing, the date on which the leave of absence is to commence and the date on which he/she wishes to return to work. The leave shall commence on the date requested by the employee, if the request is supported by a written statement from the employee's attending physician, to the Superintendent stating the anticipated date of delivery. The Board may adjust the

requested leave dates upon finding that the dates would substantially interfere with the administration of the school. The employee on a voluntary child rearing leave of absence is not eligible for sick leave pay when disability occurs.

2. Following the grant of such leave to any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons, upon application by the employee to the Board, provided the application for such extension or reduction is made at least thirty (30) days prior to the original commencement or termination date, unless a medical emergency develops to invalidate the 30 day limit, in which case a physician's certificate is required in the case of such an emergency. Such extension or reduction may be granted by the Board for a reasonable period of time, except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school and provided that such change is not medically contraindicated. The Board may require any employee to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician. If there is a disagreement between doctors, a third neutral doctor appointed by the County Medical Society or by the two doctors themselves can issue a final binding opinion.
3. During the unpaid child rearing leave, the employee shall not be eligible to receive benefits after the use of family leave, except at the employee's expense.
4. Upon return from a child rearing leave of absence, the employee shall be reinstated in the same position or other position for which he/she is certified/qualified if said employee returns to work within one year and a day from the date of the commencement of said leave.
5. Before return from a child rearing leave of absence, the employee shall provide a written statement to the Superintendent stating the date he/she wishes to return to work. Such statements shall be submitted to the Superintendent not later than thirty (30) days prior to the date requested to return to work.
6. To be eligible for a salary increment, credit toward longevity payment and seniority status, an employee must work ninety (90) days in the school year that the leave commences or terminates. There shall be no fractional step salary adjustments.
7. The Board of Education reserves the right to regulate the commencement and termination dates of child rearing leaves in order to preserve educational continuity.

Article VIII

Employee's Work Station

- A. Whenever a vacancy occurs in the school district, notice shall be posted for at least two weeks on the official bulletin board for the district schools and in all employee lounges. Such notice shall state the date by which applications are to be made.
- 1) An employee who would like to apply for a posted vacancy should discuss the matter with his or her Supervisor and formally apply on-line within the designated cut-off date.
 - 2). An employee who would like to be reassigned to another campus during the current school year shall discuss the matter with his or her Supervisor and formally request such reassignment to the Superintendent/Designee for consideration.
 - 3) When reassigning an employee, the seniority of each staff member shall be considered as well as the recommendation of the employee's Supervisor.
- C. Notice of a reassignment shall be made to the individual employee and notice will be given to all applicants.
- D. When an employee is involuntarily reassigned, he/she shall receive notice as soon as the Superintendent has taken formal action. If the employee requests, within seven (7) days of the notice, he/she shall receive a statement of reasons for the transfer from the Superintendent/Designee within ten (10) days of the request.
- E. An employee who is requesting a transfer of work assignment for the next school year must submit this request in writing to the Superintendent/Designee and his/her immediate supervisor by February 1st. The seniority of the staff member making the request shall be considered as well as the recommendation of the employee's Supervisor.

Article IX

Salaries

A. Pay Dates

When a pay date falls on or during a school holiday or weekend, employees shall receive their paychecks on the last previous working day.

B. Placement on Salary Guide

1. The Superintendent may give credit for placement on the salary schedule for past service of an applicant for employment in this district on the basis of one year credit for each year of experience in the same or a related area. Experience must be in this State or in any State or territory under USA jurisdiction and for service in the military of this country, one year credit on schedule for each year served, to a maximum of four years.
2. As of June 30, 2004, employees on the salary guide will permanently remain on the guide thereafter.

C. Deductions from Salary

The Board agrees to deduct from the salaries of these employees dues for the Burlington County Special Services Custodial and Maintenance Association, the New Jersey Education Association, or the National Education Association as said employees, individually and voluntarily, authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Law of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Such monies, together with current records of any corrections, shall be transmitted to such persons as may from time to time be designated by the Burlington County Special Services Custodial and Maintenance Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

Any employee may have voluntary deductions, other than association dues, discontinued at any time upon forty-five (45) days written notice to the Board.

D. Withhold of Increments

The Board of Education reserves the right to withhold increments and adjustments in any given year with due notice to the employee at least 60 days prior to contract renewal by June 30th.

E. Actual Hours Worked

For the full time employees working less than a full workday, the respective per diem rates for said employees shall be paid on a pro-rata basis based upon the number of hours actually worked. To determine the hourly rate, divide the annual salary by 240 days and divide the daily rate by 8 hours for the day shift and 7.5 hours for the night shift. In addition, employees are allowed to leave one (1) hour earlier on the day before Thanksgiving, Winter Recess, Spring Break and on the day designated as Staff Appreciation Day.

F. Overtime

1. Work in excess of eight (8) hours for a full-time day shift employees and seven (7) hours for a full time night shift employees shall be paid at a rate of one and one half (1.5) times the regular salary so long as the employee works in excess of forty (40) hours for full time day shift and thirty five (35) hours for full time night shift in the same week (beginning Sunday-Saturday) unless a documented sick day, vacation, or personal day is approved and utilized during the week (beginning Sunday-Saturday). All over time except as outlined in number (2) below shall be voluntary and mutually agreed to by the employee and the immediate supervisor, except in cases of emergency when overtime may be required by the Superintendent/Business Administrator or their designee. All overtime opportunities for the Custodial staff shall be assigned on a rotating basis using a district-wide seniority list. The list will be updated annually.
2. Employees may be required to report to work and perform snow clearing, at the discretion of the Business Administrator or his/her designee. In the event employees are required to report to work, the employee may be required to report up to two (2) hours prior to their usual start time. In the event early reporting is required, the employees shall be entitled to two (2) hours of overtime at the conclusion of their shift subject to the overtime language in letter (A) above.
3. At least five and one half (5.5) hours' notice shall be given when an employee is required to report to work for early shift snow removal duties. Each employee will provide a specific contact phone number to the administration for purpose of such notice. Administration will advise employees to monitor that number prior to the end of an employee's shift the day prior to the impending snow event.
4. No employee shall have work hours modified (i.e. NJEA convention days, Summer work schedule, Holiday breaks) without allowing ten (10) hours between shifts unless an employee is willing to report to work with less than ten (10) hours between shifts.

G. Termination of Employment

Either the employee or the Board may terminate the individual's contract by giving thirty (30) calendar days' notice to the individual or Board respectively. The above thirty (30) calendar days' notice provision, however, is not applicable where the employee is discharged or suspended due to misconduct. When an employee is dismissed, they shall receive written notice of such action. An employee may request, within thirty (30) calendar days of the notice, a statement of reasons for the dismissal from the Superintendent/Designee within thirty (30)

calendar days of the request. The notice provisions of this paragraph in no way affects the ability of the Superintendent/Designee to dismiss an employee even though he/she has not yet received the statement of reasons for such dismissal.

H. Liability Insurance Coverage

The Board shall maintain liability insurance on a secondary basis to an employee's own automobile policy to cover damages incurred for any act or omission arising out of the authorized use of the employee's own automobile in the performance of transporting students. Mileage reimbursement when transporting students in the employee's own vehicle shall be based on IRS reimbursement rates.

I. Longevity

Longevity payments will be made on a pro-rated basis beginning on the first day of the anniversary date and will be in addition to the employee's annual salary. Employees hired after June 30, 2004 shall not be entitled to this longevity.

Longevity at the beginning of the:	Custodial	Maintenance Personnel
5 th year	\$600	\$600
10 th year	\$1,200	\$1,200
15 th year	\$1,850	\$1,850
20 th year	\$2,550	\$2,550

J. License/Certifications - Stipends

1. Effective July 1, 2018, all new employees shall be required to obtain a black seal license within eighteen (18) months of hire.

Compensation will be pro-rated if certification of receipt/renewal is submitted during the school year.

2. After the Board receives certification of receipt/renewal of the following licenses/certifications, the employee will be compensated as follows:

	<u>2021-2022</u>
Electrical	\$1,778.13
Plumbing	\$1,778.13
HIVAC-HVAC	\$1,404.50
Pool	\$ 589.95
Black/Blue Seal	\$1,404.50

Compensation will be pro-rated if certification of receipt/renewal is submitted during the school year.

3. The Board shall pay for the fees associated with courses, testing and renewal of the above licenses/certifications stated in Number 1 and Number 2 above.

K. Holidays

The Board guarantees fifteen (15) paid holidays to be made available during the course of each fiscal year, as follows:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Thanksgiving Day
5. Day After Thanksgiving
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. New Year's Day
10. Martin Luther King Day
11. President's Day
12. Good Friday
13. Easter Monday
14. Memorial Day
15. To be determined

If school is in session on any of the above listed days, a replacement day will be granted. If Christmas Eve, Christmas Day, New Year's Eve or New Year's Day falls on a Saturday or a Sunday, a compensatory day will be provided.

All Custodial and Maintenance personnel will work one of the two NJEA Convention days in November of each school year. Employees shall submit a request of preferred day, via email, to administration prior to the Monday of the same week of the convention. Approval of request shall be based upon seniority and proper notification.

All custodial and maintenance personnel will work one NJEA Convention day in November of each school year.

When school is closed for Rosh Hashanah or Yom Kippur or Veteran's Day as reflected in the district's school calendar, employees shall be entitled to that day as a paid holiday. If any of these days fall on a Saturday or Sunday, there is no additional day off.

L. Pay Guides

Lump sum stipends totaling \$5,000 shall be distributed at the discretion of the Unit. Said payment shall be issued in a separate check as reimbursement for expenses previously paid via Chapter 125 plan.

Custodial Employees

Each custodian will move one (1) step on the guide.

Any employee currently at step 18 or already off guide shall receive an increase of 1.75%.

BCSSSD Custodial Salary Guide

BCSSSD Custodial Salary Guide July 1 2021 to June 30, 2022	
STEP	2021-2022
1	\$41,708
2	\$42,131
3	\$42,258
4	\$42,482
5	\$43,141
6	\$43,983
7	\$45,823
8	\$47,647
9	\$49,462
10	\$50,663
11	\$51,841
12	\$53,037
13	\$53,788
14	\$55,457
15	\$57,137
16	\$59,427
17	\$61,574
18	\$62,975

Maintenance Employees

The 1.75% increase of the base salaries of maintenance employees on the scattergram, which equals \$4,656.77 will be divided equally among the three (3) current maintenance employees, giving each a base salary increase of \$1,552,26.

The minimum starting salary for employees hired after June 30, 2018 shall be \$45,000.

Article X

Employee Evaluation

The Burlington County Special Services School District employee evaluation procedures shall be included in the Staff Manual which is distributed yearly.

A. Procedure – Custodial and Maintenance Staff

1. All employees shall be formally evaluated, for purposes of job performance, at least one (1) time in each year. This evaluation shall occur prior to March 1. This article in no way precludes the Board of Education from conducting more than one formal evaluation per year for purposes of evaluating employees.
2. The post-evaluation conference shall take place between the evaluator and the employee within ten (10) regular workdays. A written evaluation shall be provided on the approved form to the employee twenty-four (24) hours prior to the conference. The original document is to be signed and retained for the employee's personnel file. A copy is to be given to the employee.
3. All evaluations shall be conducted openly and with full knowledge of the employee.
4. Although the employee shall sign the evaluation, his or her signature in no way implies agreement with said evaluation. The employee retains the right to attach a written response within ten (10) regular working days. This response will be appended to the original document and placed with it in the employee's personnel file.

Article XI

Health Benefits

A. Medical Coverage

The Board of Education shall pay the cost of coverage of medical benefits for full-time employees and their dependents subject to applicable statutory contributions required to be made by employees.

B. Employee Eligibility

All new, full-time employees, for the first three (3) years, will be offered the District's most economically beneficial health plan.

The District will offer a PPO and HMO to new, full-time employees. The PPO is the district's primary health plan. Only those employees enrolled in the traditional plan prior to 7/1/04 will be offered that health benefits coverage until such time that they voluntarily select a different plan.

C. Prescription Drug Plan

The Board of Education will also assume the cost of the prescription drug plan for full-time employees and their dependents according to the following co-pay schedule of deductibles:

2021-2022	\$ 7	Generic
	\$16	Brand
	\$32	Non-Preferred
	\$ 8	Mail - Generic
	\$20	Mail - Brand
	\$32	Mail - Non-Preferred

D. Dental Plan

1. The Board of Education will provide a dental insurance plan for all full-time, contracted employees and their dependents. The type of plan consists of the following:

- a) Preventive and diagnostic 100% - Every 4 Months
- b) Remaining basic services 100%
- c) Prosthodontic benefits 80%

The maximum payable for the above dental services provided an eligible patient in any calendar year is:

2021-2022 \$2,000

H. The Board will provide the following alternate health care options:

- HMO Plan only

However, the Board of Education shall pay only up to the premium of its primary plan as stated in Section B, Paragraph 2. Should the premium of the alternate health care plan exceed that of the Board's primary plan, the difference will be borne by the employee through payroll deductions.

I. Additional Health Benefits Information

The Board of Education reserves the right to change to a different insurance plan provided that it will give comparable or better benefits to our school employees.

The comparable or better benefits do not apply to individual doctors who do not participate in network plans offered by the Board of Education.

At the beginning of the school year, material will be distributed to the employees containing all the necessary information regarding the health, prescription, optical and dental plans and their benefits.

Article XII

Tuition Reimbursement

1. Employees attending an accredited school, enrolled in a course or courses, shall be reimbursed by the Board according to the following criteria:
 - a) The courses to be taken should be to improve the covered employee's ability to perform his/her duties and be related to his/her field of employment. Employees must apply, in writing, for participation in this plan by submitting their request to the Superintendent/ Designee for approval one (1) month prior to the first meeting of the course. Participants must earn a grade of B or better in the approved course.
 - b) Eligible employees shall be reimbursed a maximum of \$1,000.00 per school year per employee for tuition, books and registration fees.
 - c) The Board of Education will make every effort to reimburse for courses taken when the employee submits official transcripts and proof of payment. All paper work must be submitted by the employee by the 10th of the month. All reimbursements may be paid at the next regularly scheduled Board meeting. To obtain reimbursement, it is the employee's responsibility to submit an official transcript which contains a passing grade of B or better from the institution through which the course was taken.
 - d) During the term of this contract, as part of the employee's professional development, they shall demonstrate and certify to a commitment of 4 1/2 hours of inservice programs whether they are held within the district or outside the district the cost of which will be borne by the Board of Education.
 - e) Employee will not receive reimbursement if the course they are taking is being paid by an outside grant or agency.
 - f) Reimbursement for on-line courses requires that the institution must be accredited by an agency recognized by the U.S. Department of Education or the U.S. Department of Labor.

Article XIII

Miscellaneous Provision

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Representation Fee

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

C. Amount of Fee

1. Notification – Prior to the beginning of each membership year, from September 1st to the following August 31st, the Association will notify the Board of Education, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
2. Legal Maximum – In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees – an assessment charged by the Association to its own members, and the representation will be 75% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed. Said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

D. Deduction and Transmission of Fee

1. Notification – Once during each membership year, covered in whole or in part by this agreement, the Association will submit to the Board of Education a list of those employees who have not become members of the Association for the then current membership year. The Board of Education will deduct from the salaries of such

employees, in accordance with paragraph D2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board of Education will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- Ten (10) days after receipt of the aforesaid list by the Board of Education;

or

- Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board of Education in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board of Education harmless against any liability which may arise by reason of any action taken by the Board of Education in complying with the provisions of this Article, provided that;

2. The Board gives the Association timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph, and;
3. If the Association so requests, in writing, the Board of Education will surrender to its full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

4. Exception

It is expressly understood that paragraph F1 will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board of Education or the Board's imperfect execution of the obligations imposed upon it by this Article.

G. Notice

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of the agreement, either party shall do so by telegram or registered letter at the following addresses:

If by Association to Board: President
Board of Education Burlington County Special
Services School District
20 Pioneer Blvd Westampton, NJ 08060

If by Board to Association: President
Burlington County Special Services
Custodial/Maintenance Association
20 Pioneer Blvd Westampton, NJ 08060

H. Subcontracting

The Board Agrees that 90 days prior to any formal board action to consider subcontracting it shall discuss the matter with the Association and its representatives.

Article XIV

Duration of Agreement

The parties recognize and agree that the negotiations process has resulted in an agreement covering one (1) school year to comply with law, the duration shall be:

Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2022. This Agreement shall expire on the date indicated unless an extension is agreed to in writing by both parties.

Date: 7/7/2021

Burlington County Special Services
Custodial and Maintenance Association

Burlington County Special Services
Board of Education

Bert A. G. Jones Sr.

President

Lois E. Goff

President

[Signature]

Secretary

Andrea Wilbourn

Secretary

Jason V. [Signature]

Negotiator

Negotiator

K. Holidays

The Board guarantees fifteen (15) paid holidays to be made available during the course of each fiscal year, as follows:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Thanksgiving Day
5. Day After Thanksgiving
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. New Year's Day
10. Martin Luther King Day
11. President's Day
12. Good Friday
13. Easter Monday
14. Memorial Day
15. To be determined

If school is in session on any of the above listed days, a replacement day will be granted. If Christmas Eve, Christmas Day, New Year's Eve or New Year's Day falls on a Saturday or a Sunday, a compensatory day will be provided.

All Custodial and Maintenance personnel will work one of the two NJEA Convention days in November of each school year. Employees shall submit request of preferred day, via email, to administration prior to the Monday of the same week of the convention. Approval of request shall be based upon seniority and proper notification.

All custodial and maintenance personnel will work one NJEA Convention day in November of each school year.

When school is closed for Rosh Hashanah or Yom Kippur or Veteran's Day as reflected in the district's school calendar, employees shall be entitled to that day as a paid holiday. If any these days fall on a Saturday or Sunday, there is no additional day off.

L. Pay Guides

Each employee shall move 1 step on the guide per year.

2018-2019 - Salaries for Step 1, 2 and 3 shall be increased by \$1,000. Steps 4 through 18 shall be increased by 1.75%.

An employee currently at Step 18 or already off guide shall receive an increase of 1.75%.

Lump sum stipends totaling \$12,000 shall be distributed at the discretion of the Unit. Said payment shall be issued in a separate check as reimbursement for expenses previously paid via Chapter 125 plan.

2019-2020 - Salaries for Step 1 and 2 shall be increased by \$1,000. Steps 3 through 18 shall be increased by 1.75%.

Any employee currently at step 18 or already off guide shall receive an increase of 1.75%.

Lump sum stipends totaling \$6,000 shall be distributed at the discretion of the Unit. Said payment shall be issued in a separate check as reimbursement for expenses previously paid via Chapter 125 plan, to be paid in the July 15th payroll.

2020-2021 - Salaries for Step 1 shall be increased by \$1,000. Steps 2 through 18 shall be increased by 1.75%.

Any employee currently at step 18 or already off guide shall receive an increase of 1.75%.

Lump sum stipends totaling \$3,000 shall be distributed at the discretion of the Unit. Said payment shall be issued in a separate check as reimbursement for expenses previously paid via Chapter 125 plan, to be paid in the July 15th payroll.

BCSSSD Custodial Salary Guide

BCSSSD Custodial Salary Guide July 1 2018 to June 30 2021			
STEP	2018-2019	2019-2020	2020-2021
1	\$38,885	\$39,885	\$40,885
2	\$39,598	\$40,598	\$41,308
3	\$40,022	\$40,722	\$41,435
4	\$40,238	\$40,942	\$41,659
5	\$40,875	\$41,590	\$42,318
6	\$41,688	\$42,418	\$43,160
7	\$43,466	\$44,226	\$45,000
8	\$45,227	\$46,018	\$46,824
9	\$46,980	\$47,802	\$48,639
10	\$48,140	\$48,982	\$49,840
11	\$49,279	\$50,141	\$51,018
12	\$50,433	\$51,316	\$52,214
13	\$51,159	\$52,054	\$52,965
14	\$52,771	\$53,694	\$54,634
15	\$54,394	\$55,345	\$56,314
16	\$56,606	\$57,596	\$58,604
17	\$58,680	\$59,707	\$60,752
18	\$60,034	\$61,084	\$62,153